

AG Contract No. KR95 1545TRN  
ADOT ECS File No. JPA 95-100  
Project: SB AZ 95(004)P  
Tracs No. H4086 03C  
Section: US-89A

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE  
PRESCOTT NATIONAL FOREST

THIS AGREEMENT is entered into 8 September, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
UNITED STATES DEPARTMENT OF AGRICULTURE, PRESCOTT NATIONAL  
FOREST, acting by and through its Contracting Officer (the  
"Forest Service").

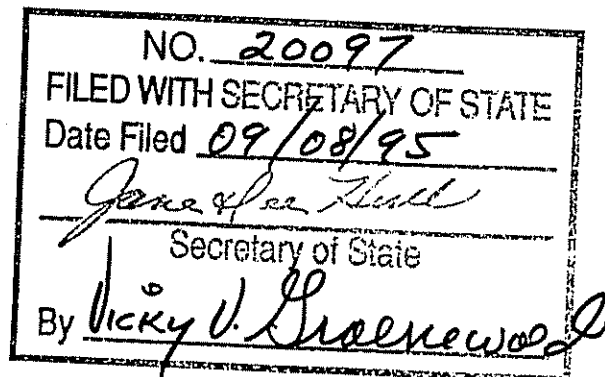
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Forest Service is empowered by Title 16 USC  
532-538 and USC 572 Ref: FSM 15184.13 to enter into this  
agreement and has authorized the undersigned to execute this  
agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency  
Act (ISTEA) of 1991 includes provisions for the Scenic Byway  
Interim Fund which establishes a program providing State  
administered funds to be used for the development of scenic  
byways and related projects. The Forest Service has been  
allocated ISTEA funds in the amount of \$239,803.00, with a  
\$59,950.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE

### 1. The Forest Service will:

a. Provide design plans, specifications or such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for a rest area with interpretive displays, toilet, sheltered picnic tables, fire circles, access for a snowplay area, a safety pullout and parking area for 35 automobiles and 8 recreation vehicles/buses at the Mingus Mountain Summit Rest Area on US-89A. Administer same and be responsible any contractor claims for extra compensation, and upon completion provide maintenance.

c. Invoice the State for the cost of the improvements, in a total amount not to exceed \$299,754.00.

### 2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$299,754.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

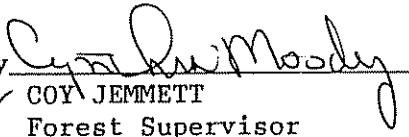
Prescott National Forest  
Forest Supervisor  
344 South Cortez Street  
Prescott, AZ 86303


8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE  
Prescott National Forest

STATE OF ARIZONA  
Department of Transportation

By   
COY JEMMETT  
Forest Supervisor

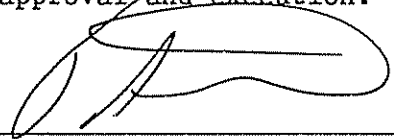
By   
PETER L. ENO  
Contract Administrator

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RESOLUTION

BE IT RESOLVED on this 11th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Department of Agriculture, Forest Service for the purpose of defining responsibilities for pass through of ISTEA funds for design, construction and maintenance of various Scenic Byway Interim Funds improvements.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
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for LARRY S. BONINE  
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1545-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of August, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath". The signature is written in dark ink and is positioned above a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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